

CITY OF NEWPORT BEACH



REQUEST FOR PROPOSAL RFP NO. 3-21

MINUTES TRANSCRIPTION SERVICES

RFP Mailing Date:

March 21, 2011

RFP Due Date:

April 12, 2010, 11:00 A.M.

Purchasing Office, City of Newport Beach Corporate Yard, 592 Superior Avenue, Newport Beach,
CA 92663

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OVERVIEW

I. INTRODUCTION

Throughout the year various councils, boards, commissions, and committees convene to discuss City-related matters. These entities range from the City Council to program-specific organizations such as the Planning Commission. Minutes to any and all of these meetings are made available to the public via postings on the City internet website and as such, the City realizes a need for Minutes Transcription services.

II. RFP OBJECTIVES

The City of Newport Beach seeks proposals from qualified firms to provide Minutes Transcription services as listed herein. The selected contractor will be provided either a digital video or audio recording of the various council, board, commission, and committee meetings and will be expected to transcribe the minutes into a deliverable Microsoft Word document to a designated City point of contact. A detailed scope of work is available in Attachment B.

III. PROPOSED CONTRACT TERM

The proposed term for the contract that will result from this RFP process is for two (2) years, with a City option for two (2) additional one-year renewals.

IV. SUBMISSION DEADLINES

Proposals are due by 11:00 A.M. on April 12, 2011 in sealed envelopes at the City of Newport Beach Purchasing Office (see delivery address below). **Please mark all submittals “RFP No. 3-21 – Minutes Transcription Services”.** Please note that the physical address for the Purchasing Office is not a recognized address by the United States Postal Service so while proposals delivered by common courier (i.e. UPS, Federal Express, etc.) will arrive at the address, proposals delivered by USPS mail either will be not delivered or be delayed. For your convenience two addresses are listed below. The delivery address should be used when delivering proposals by common courier or walk-ins whereas the mailing address should be used for proposals sent by USPS mail.

Delivery Address: City of Newport Beach
Purchasing Office
592 Superior Avenue, Building H
Newport Beach, CA 92663

Mailing Address: City of Newport Beach
Purchasing Office
3300 Newport Blvd.
Newport Beach, CA 92658

It is the responsibility of the provider to ensure that their proposal is received before the stated deadline. The Purchasing Office may be contacted at (949) 644-3080 to verify receipt of proposals. Postmarks will not be considered as a valid excuse for delayed or missing proposals.

V. SUBMISSION REQUIREMENTS

- Please submit two (2) hard copies of your proposal.
- Please do not bind your proposals using binders, laminates, press-bindings, spiral binding, etc. Submissions should be simply stapled or clipped together to avoid excess packaging.
- Proposals or proposal components ***will not*** be accepted via facsimile (fax) transmission or e-mail.
- Proposals shall remain binding for one hundred eighty (180) days from the date of submission.

VI. POINT OF CONTACT

The point of contact for this RFP shall be Anthony Nguyen, Senior Buyer, who can be reached by telephone at (949) 644-3080 or by e-mail at anguyen@newportbeachca.gov. Please contact Anthony Nguyen for additional copies of this RFP document, or to direct inquiries pertaining to this RFP.

VII. ADDENDA/CHANGES

If issued, any changes to this RFP will be in the form of an addendum. Any addenda will be posted on the City of Newport Beach Purchasing website which can be accessed at: <https://www5.city.newportbeachca.gov/osupplier/> under the “Current Bids/RFQs” tab. Addenda can also be provided by the Senior Buyer upon request. It is the sole responsibility of the provider to be aware of any addenda that may exist prior to proposal submittal.

VIII. PROFESSIONAL LICENSES, PERMITS, ETC.

Contractor represents and warrants to the City that he/she has, and will keep in effect at all times during the term of an agreement with the City, all licenses, permits, professional qualifications, and approvals of whatever nature that are legally required to practice his/her trade.

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ATTACHMENT A: **INSTRUCTIONS AND CONDITIONS**

CITY OF NEWPORT BEACH

Request for Proposal

Minutes Transcription Services

Attachment A: Instructions and Conditions

GENERAL RFP TERMS AND CONDITIONS

A. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Contractor in:

1. Preparing a proposal in response to this RFP.
2. Submitting that proposal to the City of Newport Beach.
3. Negotiating with the City of Newport Beach any matter related to this RFP, proposal, and/or contractual agreement.
4. Any other expenses incurred by the Contractor prior to the date of an executed contract.

The City of Newport Beach shall not, in any event, be liable for any pre-contractual expenses incurred by any Contractor. In addition, no proposal shall include any such expenses as part of the price proposed to perform the services as described in this RFP.

B. AUTHORITY TO WITHDRAW RFP AND/OR NOT AWARD CONTRACT

The City of Newport Beach reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any agreement will be awarded to any Contractor responding to the RFP. The City expressly reserves the right to postpone the opening of proposals for its own convenience and to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s). The City also reserves the right to negotiate with the successful bidder concerning various alternatives.

C. RIGHT TO REJECT PROPOSALS

The City of Newport Beach reserves the right to reject any or all proposals submitted. Any award made for this engagement will be made to the Contractor, which, in the opinion of the City, is best qualified to execute the contract.

D. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated on the basis of the response to all provisions of this RFP. The City of Newport Beach may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-

inclusive list. The order in which they appear is not intended to indicate their relative importance:

1. The Contractor's experience and qualifications in transcription services.
2. The Contractor's responsiveness to the requirements of the agreement as set forth in the RFP.
3. A demonstrated understanding of the Contractor's work plan and other proposal documents.
4. The Contractor's recent experience in conducting contracts of similar scope, complexity, and magnitude, particularly for government agencies.
5. Recent references from local clients with particular emphasis on local government.
6. The proposed project costs.

E. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall have in his/her possession and be familiar with all safety regulations issued by the State Division of Industrial Safety and shall comply with these and all other applicable laws, ordinances, and regulations governing Affirmative Action programs. The Contractor shall provide all safeguards and protective devices and take any other action necessary to protect the health and safety of their employees on the job, safety of City employees and the public in connection with the performance of the work required by this contract.

All Services rendered hereunder by Contractor shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local government agency having jurisdiction in effect at the time service is rendered.

F. SUSPENSION AND/OR CANCELLATION OF AGREEMENT

If the event the Contractor fails or refuses to timely perform in accordance with the agreement or if Contractor violates any provisions of the agreement, the Contractor shall be deemed in default. If such default is not cured within a period of five (5) working days, or if more than five (5) working days are reasonably required to cure the default and Contractor fails to give adequate assurance of due performance within five (5) working days after Contractor receives written notice of default from City, City may terminate the agreement forthwith by giving written notice. City may, in addition to the other remedies provided in the Agreement or authorized by law, terminate the Agreement by giving written notice of termination.

In addition, the City reserves the right to terminate the agreement without cause upon thirty (30) days written notice. Upon termination, City will pay to Contractor that portion of compensation specified in the agreement that is earned and unpaid prior to the effective date of termination. The Contractor may only terminate the agreement in the event of nonpayment by the City.

G. ASSIGNMENT OF AGREEMENT

The Contractor shall not assign this agreement without the written consent of the City.

H. CLAIMS BY CONTRACTOR'S EMPLOYEES

1. The Contractor shall hold harmless the City and all of its agents, employees, and officers from any and all damages or claims, of any kind or nature that may be made or may arise directly or indirectly for the performance of duties by the Contractor.
2. Contractor shall not permit access into any City of Newport Beach or other private structures by any unauthorized persons.

I. LIABILITY FOR DAMAGES

1. The Contractor shall be fully responsible for any and all damage done to City property, equipment, or other property of the public premises that result from the Contractor's operations under this contract.
2. The Contractor may insure the equipment, materials, and work to cover Contractor's interest in the same. The City will not, under any circumstances, be answerable or accountable for any loss or damage that may happen to said equipment, materials and work, or any part or parts thereof, used and employed in fully completing the contract.
3. Contractor shall indemnify and hold harmless the City, its City Council, boards, commissions, officers, agents, servants and employees from and against any and all claims and losses whatsoever, including reasonable attorney's fees, accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, equipment or supplies in connection with the services, work or activities conducted or performed by Contractor pursuant to the Agreement.

J. ADVERTISING

No advertising of any kind or description, bill posters, printed, painted, or by the use of any other method application legible to human sight, shall appear on any equipment, buildings, structures, fences, canopies, posts, or signs except valid and authorized legal notices required to be placed thereon and except as may be specifically authorized in these general conditions.

K. EMPLOYMENT PROVISION

Contractor agrees that in carrying out its responsibilities under this agreement, and in particular with regard to the employment of persons and sub-contractors working on the contract, it will not discriminate on the basis of race, color, creed, national origin, religion, sex, age, or handicap. In the event any of the work performed by Contractor here under is subcontracted to another person or firm (with approval of the City as required herein), sub-contract shall contain a similar provision.

L. INSURANCE PROVISION

On or before the commencement of the term of the Agreement, Contractor shall furnish the City with certification showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the paragraph below. Such certificates, which do not limit the Contractor's indemnification, shall also contain substantially the following:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer afforded coverage shall provide thirty (30) days advance notice to the City of Newport Beach by certified mail."

Coverage:

- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include third party liability risks, including without limitation, contractual liability.
- b. Worker's Compensation: Statutory coverage as required by the State of California. However, in no event shall the Employer's Liability Insurance be less than \$1,000,000 per occurrence.
- c. Commercial Auto Liability and Property Insurance: \$1,000,000 combined single limit per accident for bodily injury and property damage.

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ATTACHMENT B: **DESCRIPTION OF PROJECT INTENT** **(SCOPE OF WORK)**

CITY OF NEWPORT BEACH

Request for Proposal

Minutes Transcription Services

Attachment B: Description of Project Intent (Scope of Work)

SCOPE OF SERVICES

The City of Newport Beach is seeking proposals from qualified contractors to provide Minutes Transcription services of the various City-related public meetings that are conducted on a regular basis. The following is a detailed scope of services for this project:

Section A - Required Services:

- A list of the meetings for which the City requires Minutes Transcription services is indicated below in Section B.
- For City Council meetings and City Council Study Sessions the City shall provide the selected contractor with a link to access streaming video coverage of these sessions. Video files are available instantly as the streaming output commences as soon as the meeting starts.
- For all other commission, board, and committee meetings the City shall provide digital audio recording files of these sessions. Audio files will be delivered to the selected contractor electronically the day following a meeting.
- The selected contractor shall utilize the provided video and audio files and provide Minutes Transcription services for each meeting. The selected contractor also has the option to attend any meeting in person; for these purposes the hours of all meetings are listed in Section B.
- Deliverables: The selected contractor shall provide the transcribed minutes for each meeting in a Microsoft Word format document. The selected contractor will be provided a list of contacts corresponding to each type of meeting; these contacts are to be the recipient of the files containing transcribed minutes via electronic delivery. Because City staff will be inserting the provided minutes into other City documents requiring further editing, the selected contractor is being asked to only provide basic text of the meeting minutes with basic formatting.
- The selected contractor shall retain copies of all files containing minutes transcribed for a period of no less than two (2) months from the time they are delivered electronically to City staff.
- Turn-Around Schedule: The selected contractor shall have meeting minutes transcribed and ready for electronic delivery to designated City staff within the following number of days, as determined by meeting type:

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Attachment B: Description of Project Intent (Scope of Work)

SCOPE OF SERVICES (CONT'D)

- City Council meetings, City Council Study Sessions, and Planning Commission: transcribed minutes deliverable within three (3) days following conclusion of meeting.
- All other meetings: transcribed minutes deliverable within seven (7) days following conclusion of meeting.

Section B - List of Meetings:

1. City Council Meetings

The City Council convenes twice per month at the Newport Beach City Hall City Council Chambers. The meetings begin at 7:00 p.m. and the duration of these meetings can vary greatly depending on the agenda issues being discussed. Videos of all City Council meetings can be streamed via the internet and accessed remotely for transcription purposes.

2. City Council Study Sessions

City Council Study Sessions are conducted starting at 4:00 p.m. on the same day as City Council meetings. Much like the City Council Meetings, videos of all City Council Study Sessions can be streamed via the internet and accessed remotely for transcription purposes.

3. Board of Library Trustees

This board convenes twice each month; a Study Session is held on the first Tuesday of each month at 5:00 p.m. and a Regular Meeting is held on the third Tuesday of each month at 5:00 p.m.. Study Sessions and Regular Meetings are both conducted in the Central Library Conference Room (1000 Avocado Avenue). A complete digital audio recording of these meetings will be made available to the selected contractor.

4. Building and Fire Board of Appeals

This board convenes on the third Tuesday of each month at 2:00 p.m. in Council Chambers. A complete digital audio recording of these meetings will be made available to the selected contractor.

5. City Arts Commission

This commission convenes on the second Thursday of each month at 5:00 p.m. in the Central Library Conference Room (1000 Avocado Avenue). A complete digital audio recording of these meetings will be made available to the selected contractor.

6. Civil Service Board

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Attachment B: Description of Project Intent (Scope of Work)

SCOPE OF SERVICES (CONT'D)

This board convenes on the first Monday of each month at 5:00 p.m. in Council Chambers. A complete digital audio recording of these meetings will be made available to the selected contractor.

7. Harbor Commission

This commission convenes on the second Wednesday of each month at 6:00 p.m. in Council Chambers. A complete digital audio recording of these meetings will be made available to the selected contractor.

8. Parks, Beaches, and Recreation Commission

This commission convenes on the first Tuesday of each month at 7:00 p.m. in Council Chambers. A complete digital audio recording of these meetings will be made available to the selected contractor.

9. Planning Commission

This commission convenes on all Thursdays preceding City Council meetings at 6:30 p.m. in Council Chambers. A complete digital audio recording of these meetings will be made available to the selected contractor.

10. Other Committees

While the list above is the best representation of all Council, Commission, and Board meetings that are conducted, there will from time to time be other miscellaneous meetings that will be called for which Minutes Transcription services will also be required.

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ATTACHMENT C: **COST PROPOSAL FORM**

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Attachment C: Cost Proposal Form

In the spaces provided below please indicate the cost proposed to provide the Minutes Transcription services as detailed in the scope of work of this RFP document. The cost proposed should be expressed on a **per hour** basis and this Cost Proposal Form must be signed by a representative that able to bind the offeror.

Minutes Transcription Services (Video or audio recordings of all meeting to be provided to contractor by the City)	\$_____ per hour
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Other Fees: In the space below please indicate any other fees that may be associated with providing the requested services in this RFP that are not included in the table above.

Signature

Date

Printed Name and Title

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ATTACHMENT D: **STATEMENT OF COMPLIANCE**

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Attachment D: Statement of Compliance

Each proposal must be accompanied by a signed Statement of Compliance. The Contractor must sign one of the declarations stated below.

I. The person signing below declares that the proposal submitted by (Name of Firm) _____ to provide Minutes Transcription Services as described in the RFP dated March 21, 2010 was prepared in strict compliance with the instructions, terms, conditions, and Draft Agreement of this RFP document.

Signature

Date

Printed Name and Title

II. By signing below, the Contractor states that the proposal submitted by (Name of Firm) _____ has been prepared in consideration of and with exception to some of the instructions, terms, conditions, and Draft Agreement of this RFP document. The Contractor is advised that exceptions and/or a suggested change to any of the instructions, terms, conditions, or Draft Agreement must be submitted in writing as an attachment to the proposal submittal. By signing below, the Contractor declares that the proposal includes a statement that identifies each item to which the Contractor is taking exception or is recommending change, includes the suggested rewording of the contractual obligations or suggested change in the RFP, identifies the reasons for submitting the proposed exception or change, as well as, any impact the change or exception may have on contract costs, scheduling, or other considerations. The City reserves the right to reject any declarations that are not accompanied with the required documentation as described above.

Signature

Date

Printed Name and Title

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ATTACHMENT E: **RFP CHECKLIST**

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Attachment E: RFP Checklist

PROPOSAL REQUIREMENTS CHECKLIST

As closely as possible, please adhere to the following format and order when assembling proposals. Please note that part of the evaluation criteria takes into consideration the *responsiveness* of a proposal; proposals missing the components listed below will be evaluated accordingly:

☐ **COVER LETTER**

A cover letter not to exceed two (2) pages in length should summarize key elements of the proposal. Briefly outline the approach that would be undertaken to carry out the services listed in this RFP document. Basic background information regarding your firm would also be helpful in this letter. The letter must be signed by an individual authorized to bind the contractor.

☐ **ORGANIZATIONAL/PERSONNEL INFORMATION**

Identify key personnel, including the project manager who would be assigned to this project to provide minutes transcription services.

☐ **METHODOLOGY/WORKPLAN**

Provide a workplan that describes the method proposed for use in carrying out this project. The contractor should demonstrate an understanding of the City's objectives and work requirements, and the contractor's ability to meet these needs. Finally, discuss the rationale for the proposed approach to this project.

☐ **COST PROPOSAL**

A budget for the proposed project shall be submitted. This information shall be followed by a budget narrative which shall describe and justify the proposed budget, and include an estimate of staff allocations, estimated hours, rates per assigned staff; and an estimate of total billable hours. Also include the proposed method of progress billing and payment based on specific and measureable deliverables.

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Attachment E: RFP Checklist

PROPOSAL REQUIREMENTS CHECKLIST (CONT'D)

☐ **STATEMENT OF COMPLIANCE (ATTACHMENT D)**

Contractors must submit a Statement of Compliance (Attachment D) with all parts of the Request for Proposal terms and conditions, or a listing of exceptions and suggested changes, along with a description of any cost implications or schedule changes the exceptions and/or changes cause. The Statement of Compliance must declare either:

1. This proposal is in strict compliance with the Request for Proposal and no exceptions to either the terms and conditions or contractual obligations are proposed; or
2. This proposal is in strict compliance with the Request for Proposal **except** for the items listed.

For exceptions and/or suggested changes, the Contractor must attach a statement to Attachment D that indicates:

- a. The suggested change in the RFP or rewording of the contractual obligations.
- b. Reasons for submitting the proposed exception or change.
- c. Any impact the change or exception may have on contract costs, scheduling, or other considerations.

Please be advised that the City's indemnity and insurance obligations are non-negotiable.

☐ **RELATED EXPERIENCE**

Indicate any recent, directly-related public agency experience or service history. If no public agency work/service history is available, private company work/service history will be accepted as a substitution. Include on each listing the name of the agency/company; description of the work done; primary agency/company contact, address and telephone number; dates for the work/service history; name of the Contract Director and/or Manager and members of the proposed contract team who worked on the contract, as well as their respective responsibilities. At least three (3) references should be included. For each reference, indicate the reference's name, organization affiliation, title, complete mailing address, and telephone number. The City of Newport Beach reserves the right to contact any of the organizations or individuals listed.

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ATTACHMENT F: **DRAFT CONTRACT**

NOTE: The attached is a draft contract and therefore does not need to be completed nor attached as part of the final proposal. The purpose of this document is merely to familiarize potential contractors with the standard contractual legal terms, conditions, and requirements of the City of Newport Beach. Any exceptions or conflicts with the draft contract should be expressed in the Statement of Compliance (Attachment D).

**PROFESSIONAL SERVICES AGREEMENT WITH
INSERT VENDOR NAME
FOR INSERT PROJECT NAME**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into as of this ____ day of _____, 2010, by and between the CITY OF NEWPORT BEACH, a California Municipal Corporation ("City"), and INSERT VENDOR NAME, a choose entity type ("Consultant"), whose address is Insert address and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City is insert description of overall project here.
- C. City desires to engage Consultant to insert short description of Consultant's role in overall project ("Project").
- D. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement.
- E. The principal member[s] of Consultant for purposes of Project, shall be insert name of consultant project manager.
- F. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the above written date, and shall terminate on [Click here to enter a date](#) unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

Consultant shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Work" or "Services"). The City may elect to delete certain tasks of the Scope of Services at its sole discretion.

3. TIME OF PERFORMANCE

[Option A -- Use for Contracts with a Firm Schedule in Exhibit A]

Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A. The failure by Consultant to strictly adhere to the schedule may result in termination of this Agreement by City.

[Option B – Use in Place of Above Paragraph for Contracts without Firm Schedule]

Time is of the essence in the performance of Services under this Agreement and the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice to the other party so that all delays can be addressed.

- 3.1 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.
- 3.2 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, fax, hand-delivery or mail.
- 3.3 **[Optional Provision- At discretion of Dept. Director]** The parties agree that it is extremely difficult and impractical to determine and fix the actual damages that City will sustain should the Consultant fail to complete the Work called for in this Agreement. Should Consultant fail to complete the Work called for in this Agreement, Consultant agrees to the deduction of liquidated damages in the sum of insert dollar amount Dollars and Insert Cents/100 (\$Insert \$) per day for every day beyond the date scheduled for completion provided in Section 3. Execution of this Agreement shall constitute agreement by the City and Consultant that the sum of insert dollar amount Dollars and Insert Cents/100 (\$Insert \$) per business day is the minimum value of costs and actual damages caused by the failure of Consultant to complete the project within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Consultant if such delay occurs.

4. COMPENSATION TO CONSULTANT

City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all

reimbursable items and subconsultant fees, shall not exceed Insert Dollar Amount **Dollars and no/100 (\$Insert \$.00)** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

- 4.1** Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City staff.
- 4.2** City shall reimburse Consultant only for those costs or expenses specifically approved in this Agreement, or specifically approved in writing in advance by City. Unless otherwise approved, such costs shall be limited and include nothing more than the following costs incurred by Consultant:

 - A. The actual costs of subconsultants for performance of any of the Services that Consultant agrees to render pursuant to this Agreement, which have been approved in advance by City and awarded in accordance with this Agreement.
 - B. Approved reproduction charges.
 - C. Actual costs and/or other costs and/or payments specifically authorized in advance in writing and incurred by Consultant in the performance of this Agreement.
- 4.3** Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B.
- 4.4** **[Optional Provision- At Dept. Director discretion]** Notwithstanding any other provision of this Agreement, when payments made by City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until City has accepted the final Work under this Agreement.

5. PROJECT MANAGER

Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Insert name Consultant's project mgr to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

[Optional Provision—For use on Public Works Projects] If Consultant is performing inspection or construction management services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. Consultant's cellular phone number will be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the Insert Dept. Name **Department**. Insert name and title of City contact or his/her designee, shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator or his/her authorized representative shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

In order to assist Consultant in the execution of its responsibilities under this Agreement, City agrees to, where applicable:

- A. Provide access to, and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.
- B. Provide blueprinting and other Services through City's reproduction company for bid documents. Consultant will be required to coordinate the required bid documents with City's reproduction company. All other reproduction will be the responsibility of Consultant and as defined above.
- C. Provide usable life of facilities criteria and information with regards to new facilities or facilities to be rehabilitated.

8. STANDARD OF CARE

- 8.1** All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this

Agreement, and that it will perform all Services in a manner commensurate with community professional standards. All Services shall be performed by qualified and experienced personnel who are not employed by City, nor have any contractual relationship with City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement and all applicable federal, state and local laws and the professional standard of care.

- 8.2** Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force in effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.
- 8.3** Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.
- 8.4** **[Optional Provision- for use on Public Works Projects]** The term Construction Management or Construction Manager does not imply that Consultant is engaged in any aspect of the physical work of construction contracting. Consultant shall not have control over or be in charge of and shall not be responsible for the project's design, City's project contractor ("Contractor"), construction means, methods, techniques, sequences or procedures, or for any health or safety precautions and programs in connection with the Work. These duties are and shall remain the sole responsibility of the Contractor. Consultant shall not be responsible for the Contractors' schedules or failure to carry out the Work in accordance with the contract documents. Consultant shall not have control over or be responsible for acts or omissions of City, Design Engineer, Contractor, Subcontractors, or their Agents or employees, or of any other persons performing portions of the Work.

9. HOLD HARMLESS

[OPTION A: For Use in All Contracts Except Those With Architects, Engineers And Surveyors]

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner

relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Consultant's presence or activities conducted on the Project (including the negligent and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

[OPTION B: For Use with Design Professionals (ie. Engineers, Surveyors And Architects)]

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to the negligence, recklessness, or willful misconduct of the Consultant or its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them.

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that

Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator and/or his/her duly authorized designee informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

- A. Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants. The cost of such insurance shall be included in Consultant's bid.

- B. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an

assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

C. Coverage Requirements.

- i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)) for Consultant's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Consultant shall require each subconsultant to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subconsultant's employees.

Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) calendar days (ten (10) calendar days written notice of non-payment of premium) prior to such change.

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

- ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- iii. Automobile Liability Coverage. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.
- iv. Professional Liability (Errors & Omissions) Coverage. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) limit per claim and in the aggregate.

D. Other Insurance Provisions or Requirements.

The policies are to contain, or be endorsed to contain, the following provisions:

- i. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
 - ii. Enforcement of Contract Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.
 - iii. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
 - iv. Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with thirty (30) days notice of cancellation (except for nonpayment for which ten (10) days notice is required) or nonrenewal of coverage for each required coverage.
- E. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement.
- F. Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-

venture or syndicate or cotenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power, or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

[OPTION A: No Subcontractors] The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of City. Consultant shall not subcontract any portion of the Work to be performed under this Agreement without the prior written authorization of City.

[OPTION B: Subcontractors Authorized] City and Consultant agree that subconsultants may be used to complete the Work outlined in the Scope of Services. The subconsultants authorized by City to perform Work on this Project are identified in Exhibit A. Consultant shall be fully responsible to City for all acts and omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. The City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and the City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents to City upon prior written request.

Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

[Optional Paragraph—for use on Public Works Projects] All improvement and/or construction plans shall be prepared with indelible waterproof ink or electrostatically plotted on standard 24-inch by 36-inch Mylar with a minimum thickness of three mils.

Consultant shall provide to City 'As-Built' drawings, and a copy of digital ACAD and tiff image files of all final sheets within ninety (90) days after finalization of the Project. For more detailed requirements, a copy of the City of Newport Beach Standard Design Requirements is available from the City's Public Works Department.

18. COMPUTER DELIVERABLES

[Optional: Only Use if CADD data is called for under scope of Work] CADD data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; (b) the decline of accuracy or readability of CADD data due to inappropriate storage conditions or duration; or (c) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings shall be submitted to City in the version of AutoCAD used by CITY in ".dwg" file format on a CD, and should comply with the City's digital submission requirements for Improvement Plans. The City will provide AutoCAD file of City Title Sheets. All written documents shall be transmitted to City in the City's latest adopted version of Microsoft Word and Excel.

19. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City authorizes in writing the release of information.

20. OPINION OF COST

[Optional: Only use if an opinion of costs is called for in the scope of Services] Any opinion of the construction cost prepared by Consultant represents his/her judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to City.

21. INTELLECTUAL PROPERTY INDEMNITY

The Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in Consultant's drawings and specifications provided under this Agreement.

22. RECORDS

Consultant shall keep records and invoices in connection with the Work to be performed under this Agreement. Consultant shall maintain complete and accurate records with

respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

23. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or his/her designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

24. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this paragraph is intended to limit City's rights under the law or any other sections of this Agreement.

25. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

26. CONFLICTS OF INTEREST

The Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

If subject to the Act, Consultant shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

27. NOTICES

All notices, demands, requests or approvals to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Insert Name City Contact
Insert Dept Name Department
City of Newport Beach
3300 Newport Boulevard
PO Box 1768
Newport Beach, CA 92658
Phone: Insert Phone
Fax: Insert Fax

All notices, demands, requests or approvals from CITY to Consultant shall be addressed to Consultant at:

Attention: Insert Name
Insert Consultant Name
Insert Consultant Address

Phone: Insert Phone
Fax: Insert Fax

28. CLAIMS

The Consultant and the City expressly agree that in addition to any claims filing requirements set forth in the Contract and Contract documents, the Consultant shall be required to file any claim the Consultant may have against the City in strict conformance with the Tort Claims Act (Government Code sections 900 *et seq.*).

29. TERMINATION

In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

Notwithstanding the above provisions, City shall have the right, at its sole discretion and without cause, of terminating this Agreement at any time by giving seven (7) calendar days prior written notice to Consultant. In the event of termination under this Section,

City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

30. COMPLIANCE WITH ALL LAWS

Consultant shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

31. WAIVER

A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

32. INTEGRATED CONTRACT

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

33. CONFLICTS OR INCONSISTENCIES

In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

34. INTERPRETATION

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

35. AMENDMENTS

This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

36. SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

37. CONTROLLING LAW AND VENUE

The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange.

38. EQUAL OPPORTUNITY EMPLOYMENT

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

**APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY**

**CITY OF NEWPORT BEACH,
A California municipal corporation**

By: _____
Choose an attorney
Assistant City Attorney

By: _____
Choose a signatory.

ATTEST:

**CONSULTANT: INSERT VENDOR
NAME, a choose entity type**

By: _____
Leilani I. Brown
City Clerk

By: _____
Insert Name
Insert Title

By: _____
Insert Name
Insert Title

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates

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